

TERM SHEET
FOR
MERGER OF
VALLEY FORGE CHAPTER
AND
GREATER PHILADELPHIA CHAPTER
OF THE
AMERICAN RHODODENDRON SOCIETY

1. Merging Parties. This Term Sheet contains the terms and conditions for the proposed merger of the Valley Forge Chapter (“VF”) of the American Rhododendron Society (“ARS”) into the Greater Philadelphia Chapter (“GP”) of ARS.
2. Merger Date. The merger will be effective at 12:01 AM on June 18, 2023 (the “Merger Date”), pursuant to a Merger Agreement to be signed by VF and GP on or about May 12, 2023.
3. Name. The name of the surviving Chapter will be the “Delaware Valley Chapter” (“DV”) of ARS.
4. Address. The initial address of DV will be 14 Northwoods Road, Radnor, PA 19087.
5. Fiscal Year. The Fiscal Year of both VF and GP has been, and the Fiscal Year of DV will be, the 12-month period ending August 31 of each year.
6. Warranties
 - a. Number of Members
 - i. VF will warrant that it has, as of the Merger Date, approximately 82 members (57 full members and 25 associate members).
 - ii. GP will warrant that it has, as of the Merger Date, approximately __ members (__ full members and __ associate members) **[coming from Myo]**.

- b. Treasury
- i. VF will warrant that it has, as of the Merger Date, approximately \$30,000 in its treasury.
 - ii. GP will warrant that it has, as of the Merger Date, approximately \$_____ in its treasury, of which it is holding approximately \$_____ on behalf of other Chapters) [**coming from Myo**].
 - iii. VF will warrant that it will transfer all of the assets in its treasury to DV's treasury on or before the 30th calendar day after the Merger Date.
- c. Tax Filings. Each of VF and GP will warrant that all required filings of its Form 990 (Return of Organization Exempt from Income Tax) or Form 990-N (Annual Electronic Filing Requirement for Small Exempt Organizations) (as applicable) for each of the last six completed Fiscal Years were made on a timely basis.
- d. Sales/Use Tax Exemption. GP will warrant that it possesses, as of the Merger Date, a valid Pennsylvania sales/use tax exemption.
- e. Contracts, Etc.
- i. VF will warrant that it (i) has not entered into any outstanding non-insurance contracts other than the Memorandum of Understanding with Jenkins Arboretum & Gardens attached hereto as Exhibit A; (ii) has no outstanding claims against or in favor of it; (iii) is not a party to any insurance contract other than coverage as a Chapter of ARS; (iv) is not a party to any outstanding litigation; (v) does not own any real estate; (vi) has no debts; and (vii) does not employ any employees and does not currently engage any independent contractors.

- ii. GP will warrant that it (i) has not entered into any outstanding non-insurance contracts other than the Memorandum of Understanding with Tyler Arboretum attached hereto as Exhibit B; (ii) has no outstanding claims against or in favor of it; (iii) is not a party to any insurance contract other than coverage as a Chapter of ARS; (iv) is not a party to any outstanding litigation; (v) does not own any real estate; (vi) has no debts; and (vii) does not employ any employees and does not currently engage any independent contractors.

7. Due Diligence

- a. A financially knowledgeable member of either VF or GP will review the books, records, and Form 990 or Form 990-N (as applicable) of VF and GP for at least the last two years and will report any irregularities or discrepancies to the Presidents of VF and GP, respectively.
- b. VF's Secretary will review the minutes of GP for at least the last two years and a member of GP will review the minutes of VF for at least the last two years. Each reviewer will report any irregularities or discrepancies to the Presidents of VF and GP, respectively.

8. Governance

a. Directors

- i. All current directors of VF and GP will be deemed to have resigned as of the Merger Date.
- ii. DV will be governed by a Board of Directors numbering between eight and 20, inclusive, and including all of the officers of DV.

- iii. The initial directors of DV will be (A) all of the directors of both chapters as of the day before the Merger Date who have agreed to serve as the initial directors of DV (provided that an equal number of former VF directors and former GP directors become such initial directors) and who have been elected by the membership at the annual meeting on the Merger Date plus (B) the four officers elected by the membership at the annual meeting on the Merger Date.
- iv. One-third of the initial directors of DV will serve a three-year term, one-third of the initial directors of DV will serve a two-year term, and one-third of the initial directors of DV will serve a one-year term. Thereafter, each newly-elected director of DV will serve a three-year term.
- v. The VF Board of Directors and the GP Board of Directors will agree on the initial slate of directors and their terms to recommend to the membership for approval at the annual meeting of the Chapter on the Merger Date.

b. Officers

- i. All current officers of VF and GP will be deemed to have resigned as of the Merger Date.
- ii. DV will have a minimum of four officers: President, Vice President, Secretary, and Treasurer; however, the DV Board of Directors may in its discretion create new officer positions.
- iii. The initial President and Vice President of DV will each serve a one-year term. The newly-elected President of DV in 2024 will serve a one-year

term and the newly-elected Vice President of DV in 2024 and all future Vice Presidents will serve a two-year term. The newly-elected President of DV in 2025 and all future Presidents will serve a two-year term. Thus, beginning in 2024, the Vice President's term will always end 12 months after the President's term.

- iv. Officers in any new positions created by the DV Board of Directors will serve a two-year term.
 - v. The initial Secretary and Treasurer of DV will serve a one-year term; all future Secretaries and Treasurers will serve a two-year term.
 - vi. Each officer will be a member of the DV Board of Directors during his or her term.
 - vii. The VF Board of Directors and the GP Board of Directors will agree on the initial slate of four officers to recommend to the membership for election at the annual meeting of DV on the Merger Date.
- c. Board Meetings. Meetings of the DV Board of Directors shall take place at Jenkins Arboretum & Gardens, subject to the discretion of the DV Board of Directors to change the location for future meetings as circumstances require.
- d. Bylaws. VF and GP will agree to develop bylaws for DV that are not inconsistent with the Merger Agreement and to present such new bylaws to the membership of DV for approval at the annual meeting of DV on the Merger Date.
- e. Quorum
- i. The quorum necessary for the Board Directors of DV to take an action will be one officer and four other Board members.

- ii. The quorum necessary for the membership to take action will be 20 percent of all of the members of DV.

9. Membership

- a. Each member of VF will become a member of GP (renamed DV) as of the Merger Date, without further action by the member or by VF or GP.
- b. The membership categories of DV will be identical to the membership categories of ARS. As of April 1, 2023, those categories were the following:
 - i. Annual
 - ii. Student
 - iii. Commercial or Corporate
 - iv. Sustaining
 - v. Sponsoring
 - vi. Life
 - vii. Honorary
 - viii. Associate
 - ix. Electronic Affiliate

10. Committees. DV will have such committees and subcommittees as are appointed by the DV Board of Directors as it deems appropriate. However, such committees will include at least the following committees:

- a. Membership Committee
- b. Plant Sales Committee
- c. Programming Committee
- d. Communications Committee

11. Plant Sales. The DV Chapter will hold two plant sales each calendar year, one at Jenkins Arboretum & Gardens and one at Tyler Arboretum, subject to the discretion of the DV Board of Directors to change the location of future plant sales as circumstances require.

12. Outreach

a. Website. The VF website (ValleyForgeARS.org) will become the website for DV and the GP website (GPChapterARS.org) will be discontinued.

b. Newsletter. The GP newsletter (the RhodoGravure) will become the newsletter for DV and the VF newsletter will be discontinued.

13. Termination. This Term Sheet may be terminated, without penalty, by either VF or GP, at any time before VF and GP enter into a Merger Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers, following approval by the Board of Directors of each of VF and GP, have caused this Term Sheet to be executed on the dates set forth below.

VALLEY FORGE CHAPTER
OF THE
AMERICAN RHODODENDRON SOCIETY

By: _____

Name: Jerry O'Dell

Title: President

Date: _____, 2023

GREATER PHILADELPHIA CHAPTER
OF THE
AMERICAN RHODODENDRON SOCIETY

By: _____

Name: Ronald Rabideau

Title: President

Date: _____, 2023

A JENKINS ARBORETUM & GARDENS

Memorandum of Understanding

Agreement Purpose

The purpose of this Memorandum of Understanding (MoU) is to define the responsibilities and roles of Jenkins Arboretum & Gardens (JA&G) and the Valley Forge Chapter of the American Rhododendron Society (VF-ARS) in partnership to complete a successful Plant Sale at JA&G site.

Background

The Valley Forge Chapter of the American Rhododendron Society (VF-ARS) is a non-profit member organization whose mission is to encourage interest in and to disseminate information about the genus Rhododendron. Society activities include public education, plant sales, flower shows, seed exchanges, and scientific research. The VF-ARS has been holding its fundraiser plant sale at JA&G for many years.

Jenkins Arboretum & Gardens is a 501(c) non-profit public garden whose mission includes displaying and promoting a nationally accredited collection of Rhododendrons and Azaleas, as well as plants native to Eastern North America in a naturalistic and ecologically responsible landscape garden. JA&G provides a wonderful public garden and promotes mission related topics through educational programs and activities. Part of the public offering is a year-round Garden Shop that includes the sale of rhododendrons and native plants for home gardens from late April through October. JA&G depends on the revenue for part of its operational revenue along with community donations. JA&G very much values the long-standing relationship with the VF-ARS and their support of plants and financial donations.

With changes in operations and membership for both organizations, it is agreed that JA&G and VF-ARS will continue the partnership relationship for the upcoming and potentially future plant sales.

Purpose for a Special Plant Sale Weekend

- **Community Engagement:** Provide a much-anticipated, mission-based event for our community, elevating awareness of both organizations.
- **Special Resource:** Provide interesting and unique plants to a community that would not be able to find them elsewhere.
- **Public Relations:** Provide a site for the VF-ARS only significant fundraiser, thus continuing to support an important relationship/partnership.
- **Collection Education:** Continue to promote and increase interest in the genus Rhododendron, JA&G's most prominent collection.
- **Revenue Generation:** Earn income for both parties from this special weekend plant sale event.

Time Frame, Roles, and Responsibilities

The Plant Sale is scheduled to take place in the spring. For 2023 it is scheduled for May 5 to 7 (or the first weekend in May), with set-up the three days prior, two and half days to operate (preview fundraising event on the Friday evening and general sale the Saturday and Sunday), and break-down the following Monday and Tuesday as needed.

Valley Forge Chapter of the ARS will:

- Order ericaceous plants (especially *Rhododendron* species and hybrids) and other related species with complete payment from preferred vendors.
- Provide plant lists and information to JA&G; including retail price for each plant no later than 15 days prior to the event.
- If possible, prepare Information cards for plants purchased for public viewing.
- Provide necessary information for JA&G to produce marketing advertisement, which includes electronic copy of logo and information about the sale.
- Coordinate plant delivery arrival times with JA&G Horticulture Director (two to three days prior to the sale event).
- Recruit and coordinate volunteers from your membership to assist with all aspects of the Plant Sale and communicate with the JA&G Horticulture Director for assignments and scheduling.
- Assist with the set-up and breakdown of the extended Plant Sale area.
- Provide request for number of tables and other items needed for set up in the designated area provided by JA&G. VF-ARS will direct layout for their plant displays on the tables and benches provided.
- Ensure their members/volunteers are present to staff the VF-ARS section for the entirety of the sale hours to handle questions by prospective customers.
- It is recommended that VF-ARS have a staffed membership/information table that includes a "how to" plant demonstration.
- Manage watering and general care for their plants purchased.
- All plants left over at the conclusion of the sale will be consolidated behind the Education Center and must be removed within 1 week. (JA&G offers to purchase, at-cost, plants selected from whatever stock remains at the conclusion of the sale.)
- Provide an insurance certificate for coverage of their participation in the event on JA&G site.

Jenkins Arboretum & Gardens will:

- Increase its stock of native perennials and non-ericaceous woody plants.
- Provide digital marketing/advertisement for the sale, listing both parties as partnership, using various media.
- Organize and schedule JA&G staff volunteers to assist with aspects of the Plant Sale in coordination with the available volunteers from VF-ARS.
- Provide the space and setup in a suitable location for proper display and operation of the Plant Sale event. This includes setting up fence barriers, plant display tables, tents, cash registers, and a space for volunteers to gather for breaks. JA&G will reserve the space alongside the Education Center for VF-ARS plants. This space will be set up similarly to 2022, unless there is a better suggestion.
- Will provide a water source for VF-ARS to water their plants.
- Provide plant sale price tags that differentiate between VF-ARS plants and JA&G plants.
- Provide security in the sale area outside operating hours before garden closure and secure gate closure in the evenings.
- Maintain a separation of sales records from JA&G retail plants and VF-ARS retail plants.
- Conduct all cash and credit card transactions for the sale of plants.

- Manage traffic and parking during the events, plus manage cash registers. JA&G will staff its own Garden Shop sales area during the event.
- Provide end-of-day accounting of daily sales of Chapter's plants, as soon as possible, and provide final budget following the entire sale weekend (approximately two weeks following after reviewing discrepancies and receiving any customer concerns).
- Provide complete report on sale figures along with any owed payment of profit.

Allocation of Annual Donation by the VF-ARS

VF-ARS agrees to contribute 15% of the gross sales to JA&G to help share event costs. JA&G waives any standard rental fee. Once both parties approve final Plant Sale figures, the 15% will be deducted with the remaining amount and produced as a check to the VF-ARS Treasurer within 10 to 15 business days after the conclusion of the Sale.

Term, Modification, or Termination

The term of this MoU will be from January to December 31, 2023. The two parties may agree to review the MoU on an annual basis, or before December 31st of the preceding year.

At the expiration of the initial term, this MOU agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than 60 days written notice of termination prior to expiration of the initial term.

This MoU may be canceled or terminated without cause by either party by giving 60 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation, plus include any final performance and/or payment requirement instructions.

Any and all amendments must be made in writing and must be agreed in writing to be executed by the parties before becoming effective.

Effective Date and Signature

The MoU shall be effective upon signature of the parties involved by their authorized officials. All parties indicate agreement with this MoU by their signatures.



 Treasurer of ARS

1/5/2023
 Date



1-5-2023
 Date

EXHIBIT B

TylerArboretum

MEMORANDUM OF UNDERSTANDING

Purpose

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to Tyler Arboretum's annual Spring Plant Sale.

Tyler Arboretum's annual Spring Plant Sale is one of the organization's signature fundraising events – attracting an average of 500-700 participants. Tyler relies heavily on the proceeds from this event to fund a portion of its general operating expenses.

Tyler Arboretum holds its long-standing partnership with the Greater Philadelphia Chapter of the American Rhododendron Society (ARS) in high regard and appreciates the opportunity to showcase our respective institutions – and generate revenue – by offering a selection of ARS azaleas and rhododendrons for sale during the event.

Roles and Responsibilities

Tyler Arboretum agrees to perform the following services:

- Set-up and break-down tables and benches for the ARS's use during Tyler's annual Spring Plant Sale, which will be held on May 5 – 8, 2022.
- Print description cards and price labels for the selection of azaleas and rhododendrons the ARS plans to sell during the annual Spring Plant Sale.
- Advertise the annual Spring Plant Sale to the general public via newspaper, magazine and Facebook ads to ensure attendance at the Spring Plant Sale is as robust as possible.
- Provide ARS with an electronic version of daily sales of the Chapter's plants, including discounts, as soon after the Spring Plant Sale as possible.

The Greater Philadelphia Chapter of ARS agrees to perform the following services:

- Provide Tyler Arboretum with detailed descriptions of the plants that will be available for sale by the ARS ideally at least 15 days in advance of the event. Tyler Arboretum understands this timeline will need to be flexible as plant availability is subject to change due to inclement weather, local nurseries experiencing supply chain issues, unexpected shipping delays, etc.
 - Organize the display of ARS plants on the tables and benches provided by Tyler Arboretum and ensure ARS members/volunteers are present to staff the ARS section for the entirety of the sale to handle questions by prospective customers.
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- Provide Tyler Arboretum with an annual donation of \$625.00, payable by check, cash or credit card, to defray the event expenses outlined below, which provide a direct benefit to ARS. Donations provided by the ARS which exceed the \$625.00 requirement will be restricted to Tyler's Horticulture Department for the year-round care and maintenance of Tyler's plant collections, unless otherwise indicated by the ARS.

Allocation of Annual Donation by The Greater Philadelphia Chapter of ARS

Line Item	Description	Total
Staff time to set-up/break-down tables/benches	Flat Rate \$25.00/hr x 5 hours	\$125.00
Cost of plant labels and description cards	This will fluctuate based on actual materials needed	\$100.00 +/-
Advertising of Spring Plant Sale	Flat Rate \$200.00/month x 2 months	\$400.00
		\$625.00
		Grand Total

Term

The term of this MOU will be February 1, 2022 – January 31, 2023. The Greater Philadelphia Chapter of ARS and Tyler Arboretum agree to review the MOU annually by November 1st to determine if the parties wish to pursue a one-year extension or proceed with the cancellation of the MOU.

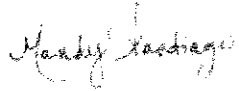
Modification and Termination

This MOU may be cancelled or terminated without cause by either party by giving (60) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Effective Date and Signature

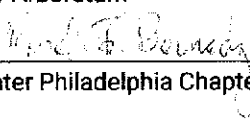
This MOU shall be effective upon the signature of all parties involved or their authorized officials. All parties indicate agreement with this MOU by their signatures.



Mandy Santiago, Executive Director
Tyler Arboretum

10.19.2021

Date



Greater Philadelphia Chapter, ARS

October 26, 2021

Date
